

REQUEST FOR PROPOSAL

FLOODPLAIN STUDY MAPPING SERVICES

TERM CONTRACT TC-007

DPMC PROJECT P1249-00

Date Issued: **September 29, 2021**

State of New Jersey
Department of Treasury
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1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

- A. The purpose of this Request for Proposal (RFP) is to solicit proposals from DPMC-prequalified Hydrology and Civil Engineering firms for the New Jersey Department of Environmental Protection (NJDEP) to award a 3-year level of effort term contract to provide floodplain delineation, mapping and information management services. These services will be used to develop Digital Flood Insurance Rate Map and Flood Insurance Study Reports, as part of NJDEP's partnership agreement with the Federal Emergency Management Agency (FEMA). Additionally, under this term contract the consultant firm(s) may be tasked with conducting substantial damage determinations of State-owned building structures located within floodplain areas after a Federal-declared disaster.
- B. It is the intent of the State to award 3-year term contracts to up to four consultant firms. It is the State's intent to engage up to four consultant firms for all work under this contract on a rotating basis described in Section 8.0., and it is anticipated that the consultants will be engaged on multiple assignments during the term of the contract.
- C. For the purpose of engagement on projects, the term of this contract will be three years from the date of contract execution. The projects engaged before the completion of the term of this contract will proceed to conclusion. The State reserves the right to extend the contract for all or any part of a year on the terms specified in Section 6.6 of this agreement.
- D. The NJDEP reserves the right to perform these services itself or to contract out separately for these services if deemed to be beyond the scope of this contract in technical requirements or cost. The purpose of this contract is to provide for engineering services where NJDEP cannot do the work itself and has not otherwise contracted for these services as part of a larger project, and where the NJDEP estimates that the cost of the services required will not exceed the cost limitation imposed by this contract.

2.0 BACKGROUND

The Federal Emergency Management Agency (FEMA) is currently utilizing the Risk Mapping, Assessment and Planning Program (Risk MAP) to work with federal, state and local partners to identify and reduce flood risks. Risk MAP provides high quality flood maps and information tools to better assess the risk from flooding and help reduce the risks. Risk MAP is the continuation of FEMA's Flood Map Modernization Program (Map Modernization) which was initiated to overhaul existing paper flood hazard maps to updated digital maps. FEMA's flood maps are an essential tool for flood hazard mitigation in the United States, and have a variety of uses by both the private and public sector, including determination of areas that require flood insurance and appropriate insurance rates; assistance in designing and siting new buildings and infrastructure away from flood-prone areas, hazard mitigation planning, emergency management, etc.

As FEMA continues its mapping services in support of the National Flood Insurance Program, continued update of flood maps will be part of the Risk MAP initiative. Risk MAP provides communities with flood information and tools they can use to enhance their mitigation plans and better protect their citizens. Through more accurate flood maps, risk assessment tools and outreach support, Risk MAP builds on Map Modernization and strengthens local ability to make informed decisions about reducing risk.

In New Jersey, the NJDEP is the agency that has the responsibility for the development of floodplain management initiatives and supporting the efforts of FEMA. Under Risk MAP, the DEP will continue to produce updated digital flood hazard data, provide access to flood hazard data and maps via the Internet, and implement state-of-the-art infrastructure that enables all-hazard mapping.

Under this term contract, the NJDEP will engage consultants to produce flood plain mapping data and other Risk MAP related activities statewide. The consultants' assignments may include, but not necessarily be limited to, the following tasks:

- Project Scoping
- Project Outreach participation
- Field Surveying

- Topographic Data development and quality control/assurance
- Base Map Acquisition and quality control/assurance
- Hydrologic Data development, and quality control/assurance
- Hydraulic Data development, analysis and quality control/assurance
- Floodplain Mapping and quality control/assurance
- Digital Flood Insurance Rate Map (DFIRM) Database development
- Preliminary and post-preliminary map production and distribution
- FEMA Non-Regulatory Mapping Products Production
- Conducting substantial damage determinations of State-owned building structures

Detailed descriptions of the contract scope of work requirements are included in Attachment A, “Cooperating Technical Partners Flood Risk Project Mapping Activity Statement - template”.

FEMA Requirements – The work under this contract may be funded in whole or in part by FEMA pursuant to an agreement with the State of New Jersey. As such, the consultant agrees that its responsibilities hereunder shall be performed consistent with any FEMA requirements for work funded by FEMA, and that all applicable FEMA standards of performance for work of this type are hereby incorporated by reference.

3.0 **DEFINITIONS**

Addenda - If the State decides to revise this RFP, the State will issue the revisions to all bidders in documents called "Addenda".

Assignment – The complete scope of services of a specific work order done under this contract.

Award Letter – Notice of Contract Award letter issued to the selected consultants at the onset of the contract period.

Consultant – the person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey

Contract - The contract is the agreement between the State and the successful bidder that defines the performance of the work.

Contractor - A person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey.

Deliverables - Items defined in the Scope of Work, Section 8.0, as products or proof of services rendered under this contract.

Director - Director of the Division of Property Management & Construction, Department of the Treasury, who by statutory authority is the contracting officer for the State of New Jersey.

DPMC – the Division of Property Management & Construction, a division of the New Jersey Treasury Department.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals and to recommend a contract award. The committee for this RFP shall include representatives of the Departments of Environmental Protection and Treasury.

FEMA – The Federal Emergency Management Agency.

Floodplain Mapping – The various tasks to be assigned under this contract that pertain to floodplain mapping data production, analysis and database development, as part of the NJDEP’s agreement with FEMA.

Hazus – FEMA’s standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes.

Issuing Office - Division of Property Management & Construction, Department of the Treasury.

Joint Venture - Two or more companies, individuals, corporations, partnerships or other entities that form a temporary union for the purpose of performing the work of this RFP. Both joint venture firms must be prequalified by DPMC in the hydrology and civil engineering disciplines.

Key Personnel – Consultant’s assigned project personnel, defined by the level of expertise, dedicated to each project phase.

Loaded Rates – All inclusive rates submitted by the consultant for use during the term of this contract. These loaded rates should include all anticipated costs for overhead, administrative costs, insurance, mail and messenger services, office equipment, phone costs, in-state travel, professional fees and profit.

Mapping Activity Statement (MAS) – The Cooperating Technical Partners Flood Risk Project Mapping Activity Statement, executed each year between the NJDEP and FEMA. A sample statement is attached as **Exhibit 1**.

NJDEP - New Jersey Department of Environmental Protection, Bureau of Dam Safety & Flood Control.

Notice to Proceed - A written notice given by the State to the consultant fixing the date on which the consultant is permitted to start the performance of work under this contract following issuance of approved work orders.

Project Manager - The Project Manager is the NJDEP representative with overall responsibility for the services to be performed for each assignment under this contract.

Proposal - The submittal required at the second stage of the selection process, including a technical proposal, completed “Term Contract Rate Schedule by Personnel Levels” form, and all required administrative forms as outlined in Section 5.2 of this RFP.

RFP - Request for Proposal.

SOW - Scope of Work.

State - Director, Division of Property Management & Construction, Department of the Treasury or its designee, acting for the NJDEP under statutory authority as contracting officer for the State of New Jersey.

Work Order – Following contract award, the consultant shall receive from the NJDEP a brief scope of work for each individual flood plain mapping assignment. The consultant shall prepare an estimate using the pre-established rates submitted in its proposal, on a Work Order form (Form TC-007). The Work Order form shall include the number of hours and labor rate for each proposed task. If acceptable, the Work Order form shall be signed by NJDEP (and DPMC?), signifying the State’s acceptance of the consultant’s proposed price.

4.0 SELECTION PROCESS PROCEDURES

This RFP is being issued by the Department of the Treasury, Division of Property Management & Construction on behalf of the Department of Environmental Protection. The RFP is part of a competitive bidding process which is governed by statutory law, see N.J.S.A. 52:34-6 et seq.; N.J.S.A. 52:34-9.7, and N.J.S.A. 52:34-12 et seq. The procedures and submissions required herein are necessary to comply with the statutes and other laws applicable to this procurement, and to ensure a full, fair and informed competition and contract award resulting in the best value to the State. Read the instructions in this RFP carefully. Failure to comply with the mandatory requirements of the RFP may result in proposal rejection.

4.1 SELECTION PROCESS STAGES

There are two stages in the selection process for this contract:

Stage 1 – Questions and Answers

Stage 2 - Submission of Proposal

4.1.1 STAGE 1 - PRE-PROPOSAL QUESTIONS & ANSWERS

Upon review of the RFP and attachments if your firm has any questions or comments regarding the RFP or attachments, please submit them via email to: Jenifer Rosner, Selection Coordinator at jennifer.rosner@treas.nj.gov by **October 18, 2021 at 2:00pm.**

4.1.2 STAGE 2 - SUBMISSION OF TECHNICAL PROPOSAL

As discussed in RFP Section 5.0 below, the technical proposal must include all required information pertaining to the consultant's experience and hourly rates, and any other information required by the State for this contract. An electronic proposal submission (via email) must be submitted by the due date and time.

Technical proposals (electronic email submission) are due no later than **2:00 p.m., November 4, 2021.** Proposals shall be sent electronically by email in a pdf format to the following email addresses: William.mahan@treas.nj.gov and jennifer.rosner@treas.nj.gov. **ONLY PDF'S WILL BE ACCEPTED AND THE FILE SIZE CANNOT EXCEED 20 MEGS. I WILL RESPOND CONFIRMING RECEIPT. HARD COPIES WILL NOT BE ACCEPTED.**

4.2 RFP AND PROPOSAL SUBMITTAL PROCEDURES

The following procedures apply to this RFP.

4.2.1 ISSUING OFFICE

This RFP is issued by the Division of Property Management & Construction. It is being issued in accordance with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.7 and N.J.A.C. 52:34-12. For purposes of this selection process, the DPMC is the sole point of contact between the consultant and the State. Consultants should not contact the NJDEP directly with questions or concerns about this RFP or selection process.

4.2.2 QUESTIONS, EXCEPTIONS AND ANSWERS

If consultants have any questions about or objections to the RFP, the DPMC will respond to questions and exceptions posed in writing prior to the question cut-off date noted above in Section 4.1.1. Answers to questions submitted in writing prior to the stipulated question cut-off date will be given as an Addendum to the RFP. All answers documented in an addendum will be binding on consultants and the State unless subsequently modified by the DPMC in writing. Any oral explanations or instructions not covered by an addendum shall not be binding on the State.

4.2.3 PROPOSAL CLARIFICATION

Proposals will be reviewed by an Evaluation Committee appointed by the DPMC Deputy Director. Where the Evaluation Committee reviewing the proposals determines that any or all of the proposals require some clarification, the Evaluation Committee may require any or all of the consultants to clarify their proposals through an oral presentation or through written responses to written questions. At such an oral presentation or in such written questions, the Committee may request the consultant to clarify or explain items in its proposal. However, the oral or written presentation may not be used to supplement or to change the original proposal. The DPMC will schedule the time and place of any such oral presentations.

4.2.4 PUBLIC ACCESS TO SUBMISSIONS

Pursuant to State Open Records law, following award of this contract, all firms are welcome to review all technical proposals, score sheets, and all other contract documents. Firms can schedule this review by contacting the DPMC Selection Coordinator Jennifer Rosner at jennifer.rosner@treas.nj.gov for directions.

4.2.5 PROPOSAL PREPARATION COSTS

Consultants are responsible for the preparation and submission of their proposals. The State of New Jersey assumes no responsibility or liability for any costs incurred by any consultant in the preparation of the submissions.

4.3 MANDATORY REQUIREMENTS

4.3.1 PREQUALIFICATION REQUIREMENTS

In order for a proposal to be considered responsive to this RFP, the consultant must have a current DPMC prequalification in the hydrology and civil engineering disciplines, and all appropriate sub-consultants must be prequalified by DPMC in their respective discipline(s). If a sub-consultant is proposed for a discipline for which no DPMC prequalification exists, the sub-consultant's acceptability will be determined by NJDEP and DPMC.

For a joint venture, both firms must have a current DPMC prequalification in hydrology and civil engineering

The consultant agrees to keep its DPMC prequalification in the hydrology and civil discipline(s) in force throughout the term of this contract. If a contracted firm's prequalification lapses, they will not be assigned any additional work until the time that their prequalification is satisfactorily restored.

4.3.2 OTHER REQUIREMENTS

The consultant must comply with all of the mandatory procedures and requirements of the RFP and must agree to all of the material terms and conditions contained in this RFP. Failure to do so may result in proposal rejection.

5.0 PREPARATION AND SUBMISSION OF PROPOSALS

In order for a proposal to be considered responsive, a consultant must agree to perform the Scope of Work described in this RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP or their equivalent, and provide the information as required below. Consultants are advised to read the entire RFP and any addenda subsequently issued by DPMC before preparing and submitting their proposals.

5.1 PROPOSAL PACKAGE – GENERAL REQUIREMENTS

5.1.1 EVALUATION CRITERIA

Consultants shall submit a complete technical proposal outlining their past experience and qualifications to perform this contract. The technical proposal must be prepared to respond to the criteria items listed in the attached "Evaluation Criteria" form. The technical proposal will be evaluated by the selection committee in accordance with the evaluation criteria.

5.1.2 STRUCTURE OF FIRM/PROJECT TEAM/JOINT VENTURE

In the proposal, the consultant shall delineate the structure of its project organization, and shall describe its approach to the management of this project as defined below. For a Joint Venture, only one of the members shall act as the lead member in dealing with the State regarding negotiations of scope of work and costs for the site-specific engagements under the contract.

5.1.3 REQUIRED FORMAT OF PROPOSAL PACKAGE

The proposal package, an electronic pdf file, which must be sent in **before 2:00 PM, TUESDAY, November 4, 2021**, consists of the following components:

- Cover Letter explaining the firm's understanding of the project based upon the Scope of Work, past experience, etc.
- Organization Chart/Project Team/Staffing Capability
- "Project Key Personnel" list (form attached)
- Resumes of key team members
- Relevant team experience on similar projects
- "Key Team Members Project Experience Data Sheets" (form enclosed)
- Project Approach
- Contract Rate Schedule by Personnel Level
- Consultant Affidavit

- Required Administrative forms (McBride Principles Compliance Certification, Certificate of Employee Information Report, Public Law 2005 Chapter 92 (Source Disclosure form), Certificate(s) of required insurance coverage.

Please ensure that all of the above items are addressed in your proposal in the same order as stated above.

5.2 PROPOSAL PACKAGE – CONTENT & ORGANIZATION

5.2.1 ORGANIZATION CHART/STAFFING PLAN.

The consultant shall furnish information on the management and technical staff who will be directly engaged on floodplain mapping activities under this contract. A chart which delineates the consultant's project organization, including the program and project manager(s) and the other professional and technical personnel, and describes the roles of the various personnel, should be included in the technical proposal.

In order to be eligible for this contract, the consultant must demonstrate its capability to support its existing obligations while undertaking the work in this contract. The in-house staffing must include senior and mid-level positions within the various disciplines that may be required for the efficient execution of the projects.

The consultant shall identify key personnel and project managers, including those of any sub-consultants, who will be assigned to work under this contract, and their prospective roles. The prime consultant should include all of the subconsultants responsible for performing the typical requirements and services under this contract as described in Section 7.0 of the RFP. It is the consultant's responsibility to determine which subconsultants would reasonably be required for significant roles in the achievement of the contract objectives to warrant inclusion on their team. Specific assignments may require specialty consultants for certain tasks which may not be known at this time. These specialty consultants can be added as necessary as part of the proposed assignment team for that work order via allowance or direct cost reimbursement. The number and disciplines of the staff that will be available to accomplish the varied tasks within the contract assignments should be included.

The consultant shall complete and include the attached "Project Key Personnel List." Based upon a 40-hour workweek, indicate generally the respective percentages of time that each key individual will be dedicated to perform each phase of work on a typical assignment.

5.2.2 EXPERIENCE ON PROJECTS OF A SIMILAR SIZE AND NATURE

The consultant shall demonstrate through examples of past projects their experience in completing projects related to the floodplain mapping activities required under this contract. The example shall cover all aspects of these tasks, including but not limited to: project scoping, community outreach, surveying, topographic development, hydrologic and hydraulic data development, floodplain mapping, Digital Flood Insurance Rate Map data development, and map production. Also, personnel presented in the proposed organization chart/staffing plan should be identified with the project history examples in their resumes. The consultant shall also specify past working experience with the State or Federal governments. The consultant shall limit past project descriptions to a maximum of five past projects which best reflect the tasks to be required on this contract.

Complete the attached "Key Team Member Project Experience Data Sheet" for each team member. Reproduce the form as needed. List a maximum of five projects that are similar in scope to the work in this contract.

5.2.3 PROJECT APPROACH TO SERVICES ON A TYPICAL PROJECT ASSIGNMENT

Describe your firm's approach to providing services for typical floodplain mapping assignments, including the following:

- A. The consultant's procedures in completing typical floodplain mapping assignments, including approaches used on similar term contract assignments, etc.

- B. Identification of the individuals on the consultant's team who will be responsible for the various tasks involved with floodplain mapping activities, including who oversees the work; who serves as the liaison with the State; procedures for selecting and managing sub-consultants, etc.
- C. The consultant's understanding of FEMA requirements for floodplain mapping projects, plans for avoiding potential problems, delays, etc.
- D. The consultant's contingency plans for dealing with problems and correcting errors that do occur
- E. The consultant's policies and procedures for maintaining quality control and conducting audits of the work

5.2.4 TERM CONTRACT RATE SCHEDULE BY PERSONNEL LEVELS.

The consultant shall submit a completed "Term Contract Rate Schedule by Personnel Level" on the form provided in this RFP.

The form shall include all-inclusive, fully "loaded" rates for the various Personnel Types/Disciplines that may be required during the term of the contract. These loaded rates should include all costs required for each personnel type, including all anticipated costs for overhead, administrative costs, insurance, mail and messenger services, office equipment and phone costs, in-state travel and professional fees and profit.

Specialty subconsultants (such as land surveying, aerial surveying, LIDAR, etc.) should not be included in the calculation of the fully "loaded" rates for the Personnel Types/Discipline Levels as they will not be required on every assignment and could involve significant undefined costs. When required for a specific assignment, these specialty subconsultants will be handled via an allowance or specific line item and reimbursed based on direct costs.

Loaded rates must be submitted for all Personnel Types/Discipline levels from 1 through 7, for each contract period. The "base" period is the original three year term of this contract. Should the State opt to extend the contract, the rates for "Option One" will apply for the initial one-year extension, and the "Option Two" rates will apply for the optional second year extension. The rates must be typed or written in ink; the State will not accept rates prepared in pencil. **PLEASE DO NOT LEAVE ANY BLANKS, AS IT MAY RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND REJECTED BY THE STATE.**

Attached to the "Term Contract Rate Schedule by Personnel Level" form is a guide that describes the seven personnel levels for which hourly rates are to be submitted. This guide, "Personnel Levels with Examples" note some specific job duties, qualifications and experience levels that apply to the various personnel levels. These personnel categories are considered typical professional and technical levels required to accomplish the work specified in the Scope of Work and are to be used for establishing a rate schedule.

The hourly rates for all seven levels must be entered for each contract period: the base three-year contract term, and for the State's two optional extensions of one year each (Option One and Option Two).

All seven personnel levels must be filled in for each term contract period. Failure to submit a complete rate schedule for each contract period may result in the proposal being deemed non-responsive and rejected.

Following the completion of complete rate schedules for each of the three contract periods, the consultant shall enter the "average rate" for each contract period at the bottom of the form (under "Level 1" rates). These average rates shall be derived by calculating the mathematical average of the rates for all seven personnel levels, for each contract period. These average rates are used by the State as a comparative tool to evaluate the respective rates for each consultant.

All personnel listed at or above "Level 5" shall be designated as key personnel and considered a contractual commitment by the consultant. Subsequent to contract award, any change in key personnel will require written approval from NJDEP.

The "Term Contract Rate Schedule by Personnel Level" must be signed in ink by an authorized person and submitted with the bid proposal. Typed, stamped or penciled signatures are not acceptable. For a proposal

by a joint venture, the rate schedule sheet must be signed by an officer of each joint venturer. Unsigned “Term Contract Rate Schedule by Personnel Level” forms may be deemed nonresponsive and rejected by the State.

5.2.5. CONSULTANT AFFIDAVIT

The attached “Floodplain Mapping Multiple Award Term Contract Consultant Affidavit” must be signed, dated, notarized and returned as part of the proposal. This form signifies acceptance of all terms, conditions, and specifications set forth in this RFP. All signatures must be in ink.

5.2.6. ADMINISTRATIVE FORMS

The consultant must include the following completed forms with their proposal:

- A. MacBride Principles Compliance Certification** (form enclosed)
- B. Certificate of Employee Information Report** – Pursuant to N.J.A.C. 17:27-1.1 et. seq., all firms contracting with the State of New Jersey must comply with Public Law 1975, c 127, regarding non-discrimination in employment. For your information, a copy of “Exhibit A” detailing these requirements has been attached. Also attached for your information is the State contract policy with respect to the Americans with Disabilities Act.

All firms contracting with the State of New Jersey must provide a copy of the firm’s Certificate of Employee Information Report, issued by the N.J. Division of Contract Compliance and Equal Employment Opportunity. Please attach a copy of this certificate with your technical proposal.

If your firm has not applied for this certificate, please do so using the attached form (AA302). Send the form to:

**N.J. Department of the Treasury
Division of Contract Compliance & EEO
P.O. Box 209
Trenton, NJ 08625-0209
Phone: 609-292-5475 FAX: 609-984-4023 or 609-292-1102**

Please make sure the form is filled with the above agency, and include a copy of the form within your proposal.

- C. Public Law 2005, Chapter 92 Certification (Source Disclosure Certification)** – In accordance with Public Law 2005, Chapter 92, all consultants submitting a proposal shall be required to submit a completed Source Disclosure Certification (form attached) , certifying that all services under this contract will be performed in the United States. The consultant shall disclose the location by country where services under the contract will be performed, and the location by country where any sub-consulting of services will be performed. For more information, please visit the website: www.state.nj.us/infobank/circular/eom129.htm
- D. Certificates of required insurance coverage** – During the project, your firm is required to secure and maintain in force insurance coverage for: Comprehensive General Liability, Comprehensive Automobile Liability (if applicable), Workers Compensation, and Professional Liability. Proof of this coverage must be submitted with your proposal.

Following receipt and review of the proposals, the DPMC will review the material to see if any further information is necessary in order for the State to make a determination as to the consultant’s qualifications and responsibility. If any further information is needed, the DPMC will request it in writing from the consultant. Consultants may be asked to clarify or elaborate on the information submitted, but they will not be permitted to substitute or change the submitted information, including their proposed rate schedule.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 GENERAL CRITERIA

Proposals will be evaluated by an Evaluation Committee convened by the Deputy Director, Division of Property Management & Construction, comprised of representatives from the Department of Environmental Protection and the Department of the Treasury.

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.7 and N.J.A.C. 52:34-12, award shall be made with reasonable promptness by written notice to the responsible consultant(s) whose proposal(s), confirming to the project solicitation, will be most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the Deputy Director of the Division of Property Management & Construction determines that it is in the public interest so to do.

Following receipt, proposals will be evaluated in accordance with the following procedure:

1. First, proposals will be checked against the criteria listed under Section 4.3 (Mandatory Requirements). Those proposals that are automatically rejected will not be further reviewed.
2. Second, the “Term Contract Rate Schedule by Personnel Level” of each proposal will be checked to ensure the “average rate” for each contract period is correct. Any mathematical errors will be corrected in accordance with Section 6.3.
3. Third, the Evaluation Committee will evaluate and score the proposals on their technical merit and review of proposed hourly rates, based upon the criteria and relative weights pre-determined on the “Evaluation Criteria” form. This qualitative technical evaluation, along with the acceptability of the rate schedule, will be the primary determining factors of the firms that offer the best value to the State, and subsequent selection of consultants to be awarded a term contract.

Key components in the determination of a consultant’s responsiveness and responsibility include:

- A. The organization and personnel proposed by the consultant, including both the prime consultant and any professional sub-consultant.
- B. The qualifications and experience of personnel assigned and their conformance to the requirements of Section 5.1.
- C. The overall ability of the consultant, as judged by the State, to begin and complete successfully the multiple and concurrent floodplain mapping projects under this contract. This judgment will include, but not be limited to, such factors as staff commitment to the contract, the consultant’s project organization, contract management and control plan, as required of Section 5.1, firm experience and availability of staff.

6.1.1. EVALUATION CRITERIA

The proposals of those consultants who have been determined to be responsive and responsible will be ranked according to the technical quality of their proposal and acceptability of proposed hourly rates. The qualitative factors to be used in this evaluation are as follows:

1. The relative strengths of the consultants’ proposed project organizational plan and staffing capability (25%).
2. The relative strengths of the consultants’ proposed project personnel and their qualifications and experience on projects/contracts of a similar size and nature (35%).
3. The consultants’ proposed approach to completing all required activities on a typical project assignment (25%).

4. The value and competitiveness of the consultants' proposed hourly rates per the "Term Contract Rate Schedule by Personnel Level," both for the seven levels of personnel type/disciplines listed, and for the average rates derived from those disciplines (15%).

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.7 and N.J.A.C. 52:34-12, and these specifications, the State will award a term contracts to the four most responsive, responsible consultants whose proposals provide the best value to the State, price and other factors considered. Consultants are advised that a contract will not necessarily be issued strictly to the lowest priced, responsive, responsible consultant who has met the minimum established requirements.

6.2 AVERAGE RATE DISCREPANCIES

In evaluating bids, discrepancies between the indicated average rates for any contract period and the correct average thereof will be resolved in favor of the correct average of the submitted rates for the contract period.

6.3 DEPUTY DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The DPMC Deputy Director reserves the right to reject any and all proposals, or to award as deemed to be in the best interest of the State. The Deputy Director shall have authority to award a contract to the consultants that best meet the contract specifications and proposal conditions, and who is determined to have offered the most advantageous bid to the State, price and other factors considered.

6.4 NOTICE OF AWARD

The DPMC will notify all competing consultants in writing of the firms awarded floodplain mapping term contracts. After the contracts are awarded, all firms are welcome to review the proposals and evaluation documents regarding this project.

6.5 CHAPTER 51 REQUIREMENTS

- A. In accordance with Public Law 2005, Chapter 51 (formerly Executive Order 134), all consultants with which the State intends to contract must complete and submit the "Contractor Certification and Disclosure of Political Contributions" form (Form DPPc51, copy and instructions attached). All firms selected for this contract must be in compliance with Chapter 51 requirements, and must agree to adhere to all continuing obligations contained in this law regarding contributions and disclosures as required. For more information on Public Law 2005, Chapter 51, please visit the website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.
- B. In the event that the award winning proposal is from a Joint Venture, a copy of the proposed joint venture agreement between the venture partners shall be submitted for review and approval by the State. This agreement shall address issues such as: 1) The management structure of the Joint Venture and the duties and authorities of the singular program manager who shall interface with the State on all contractual and technical matters, 2) The organization functioning to control all financial matters in interaction with the State and flow of payments between the Joint Venture partners under the contract, 3) The partner/corporate function assigned the lead position for quality control under the contract.
- C. Any other documentation of the consultant's proposal which is requested by this RFP or otherwise required by the State and which is still outstanding.

6.6 PERFORMANCE PERIOD

Services shall be provided under this contract from the date of award until the completion of any or all options exercised under this contract.

6.6.1. BASE PERIOD

The base period of performance of this contract shall be three years commencing on the date of the contract award, during which time work orders may be placed by the State. Actual performance of work orders may extend beyond this contract period until completion of all services are provided under the approved work orders, and the terms of this contract shall extend until completion of the service(s).

6.6.2. RENEWAL OPTIONS

The State shall have the unilateral option of extending this contract for one additional period of one (1) year, and one last unilateral extension option of one (1) year with the same terms and conditions as are contained in this contract at the time said option(s), if any, are exercised.

The option period shall extend the performance period of the contract commencing on the expiration of the preceding base contract performance period. The State may exercise an option to extend by issuing a written notification (mailed or otherwise furnished) to the consultant(s) at least 30 calendar days prior to the expiration date of the preceding base or option performance period.

7.0 SCOPE OF WORK

7.1 GENERAL REQUIREMENTS & BASIC SERVICES

This SOW is intended to provide the consultant with the general requirements of the various floodplain mapping activities to be performed under this contract. The tasks to be assigned under this contract will generally correspond with the “Cooperating Technical Partners Flood Risk Project Mapping Activity Statement (MAS) Template”. This Statement is executed each year between the NJDEP and FEMA and outlines the tasks and activities to be completed. A sample Statement is attached as **Exhibit 1**. The tasks specified in this Scope of Work represent the typical duties that may be required under this term contract. For each assignment, one or more Work Orders consisting of task(s) as described in this SOW, will be performed by the consultant.

The following is a description of the range and types of management support activities which the consultant may be required to provide on a typical assignment:

1. Completion of a Mapping Needs Assessment
2. Project Management – this includes the active process of planning, organizing and managing resources toward the successful accomplishment of pre-defined project goals and objectives and the Earned Value Data entry and reporting information to be submitted through the FEMA Mapping Information Platform (MIP) study workflow.
3. Project Discovery & Scoping - to identify, assess, plan for and communicate mapping needs, including:
 - Conducting background research
 - Identifying and evaluating available flood hazard data
 - Identifying other data needed for completing a flood mapping project
 - Establishing priority levels for flooding sources to be analyzed and mapped
 - Determining the proper Flood Insurance Rate Map
 - Developing schedules and cost estimates
4. Community Engagement & Project Outreach – Outreach is one of the major goals of NJDEP and FEMA under Risk MAP to facilitate information sharing and continuing dialogue with local community officials
5. Develop Non-Regulatory Products - Risk assessment data and analyses are defined as processes for analyzing or evaluating the risk associated with a hazard, and using that information to make informed decisions on the appropriate ways to reduce the impacts of the hazard on people and property. As part of the Risk MAP Program, non-regulatory Flood Risk Products shall be developed for study areas.
6. Field Surveying – detailed field reconnaissance of the specific study area

7. Topographic and Flood Hazard Data Development – collecting existing data and processing new data for floodplain mapping activities, including:
 - Hydrologic analysis – performing hydrologic analyses for draining areas for the flooding sources identified in its Scoping Report.
 - Hydraulic analysis – performing hydraulic analyses for the subject flooding sources, including both base level and enhanced level hydraulic modeling. The hydraulic analyses will be used to establish flood elevations and regulatory floodways for the flooding sources.
 - Coastal Flood Hazard Analyses and Floodplain Mapping - delineate the 1 percent-annual-chance floodplain boundaries and any other applicable elements for the flooding sources for which hydraulic, enhanced hydraulic and/or coastal analyses were performed. All new or revised hydrologic, hydraulic and/or coastal modeling shall be incorporated, using the topographic data, to delineate the floodplain and regulatory floodway boundaries on a digital work map. The consultant will also perform impartial QA/QC review of the floodplain mapping to ensure the results of the analyses performed are accurately represented.
 - Digital Topographic Data Development
 - Independent QA/QC review
 - Post preliminary processing
8. Report and Map Production
 - Base Map preparation, including QA/QC reviews of the base map to ensure consistency with FEMA standards and sufficiency for inclusion on the Digital Flood Insurance Map Rate Map (DFIRM)
 - Refinement and creation of Approximate Zone A Boundaries
 - Re-delineation of Detailed Floodplain Boundaries using updated topographic data.
 - Preparation of Digital Flood Insurance Map Rate Map (DFIRM) - prepare the database in accordance with FEMA's Guidelines and Specifications for upload to the Mapping Information Platform (MIP).
9. Preliminary Map Product Production – application of the final FEMA DFIRM graphic and database specifications to the DFIRM files, including all required annotation, line pattern, area shading and map collar information. Upon completion of the floodplain mapping and redelineation, the consultant will also perform an impartial QA/QC review of the DFIRM spatial database to determine if it meets current FEMA database specifications. Deliverables could also include refined HAZUS runs and other Risk Assessment Suite products including flood depth and analysis grids, “changes since last FIRM” tables and maps, identification of areas of mitigation interest and watershed reports and associated databases.
10. Preliminary Map Product Distribution – perform final preparation, review and distribution of the preliminary copies of the DFIRM and Flood Insurance Study reports, and the preliminary SOMA and Risk Assessment products for community officials and public review and comment.
11. Post-Preliminary Map Production – including coordination with FEMA and the community to meet to review the preliminary DFIRM, if required, and finalizing the DFIRM and FIS report following the review/comment period.
12. Input collected community flood hazard information and data into FEMA's Community Needs Management System (CNMS) national mapping database. This task may be done independently and/or in collaboration with other Federal or State mapping partners
13. Assure that floodplain mapping is completed in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners (<http://www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping>).
14. Collaborate, coordinate, communicate and meet as needed with NJDEP staff, FEMA staff, and its contractors.
15. Conducting substantial damage assessment/determinations of State-owned building structures located within floodplain areas after a Federal-declared disaster.

16. Other tasks that may be identified in the individual work orders issued by NJDEP under this contract.

The required tasks will be established by NJDEP for each site specific floodplain mapping assignment and presented to the consultant in the initial review meeting.

The possible task assignments for a specific engagement are listed above and are further defined throughout this RFP and in the attached Cooperating Technical Partners Partnership Agreement, Mapping Activity Statement (MAS) template.

8.0 METHOD OF ASSIGNMENT AND ENGAGEMENT

8.1 USE OF THE CONTRACT

- A. The award of this Term Contract establishes that the contracted firms have represented that they can provide personnel with the necessary experience, qualifications, and state of the art capabilities in the designated disciplines to provide floodplain mapping services to NJDEP in multiple project assignments. The award also indicates that the consultant(s)' proposed professional and technical rates are accepted for the period of the term contract.
- B. The site-specific work engaged under this RFP may involve one Work Order of one or more Section 7.0 Tasks, or it may involve multiple Work Orders, with each subsequent Work Order dependent on the results and findings of the previous Work Orders. No work will commence until the consultant is issued an approved Work Order.

8.2 ORDER OF ASSIGNMENT

The State will award floodplain mapping term contracts to the three-four responsive and responsible bidders providing the best value to the State for this Term Contract, as determined under Section 6.1. The NJDEP will present each floodplain mapping assignment to these four consultants on a rotating basis. If the State determines that, because of a conflict of interest, one of the term contract consultants is unable to undertake an assignment under this contract, the work will be re-assigned to the consultant that is next in the rotation order.

If the consultant is engaged with five (5) simultaneous site specific projects under this contract, the consultant may refuse any more projects until the project workload decreases to under five simultaneous projects. Upon the consultant's refusal, the State has the option to engage the consultant that is next in the rotation order.

If the consultant's performance in the management of execution of work during the course of an engagement is not satisfactory, the NJDEP will notify the consultant's Project Manager of the problem for immediate resolution. Failure to correct problems in a reasonable time will result in the State taking further action with the consultant which may end in termination of the contract and awarding of future engagements to the next ranked consultant.

8.3 ASSIGNING AND EXECUTING SPECIFIC WORK ORDERS

8.3.1 Project Data

Specific project data will be provided to the consultant for each work order, including:

- Project Number/Title/Location
- Scope of Work – significant data pertaining to the scope of an assignment will be available to the consultant at the time a work order is solicited. Listed below are certain documents and information that the consultant should refer to for background information on the project:
 - Floodplain Mapping Scope of Work and Term Contract
 - Site data, including all available existing data
 - Assignment specifications, including parameters for QA/QC requirements,
 - Budget or Cost Estimates
 - Proposed schedule or completion dates

8.3.2 Ordering of Services

This contract is a term contract for the floodplain mapping services and general conditions items specified and effective for the period stated. Delivery or performance of services by the consultant shall be made only as authorized by work

orders issued in accordance with this contract. The consultant shall furnish to the NJDEP, when and if ordered, the services and general conditions items specified.

There is no limit on the number of orders that may be issued to one consultant under this contract. The NJDEP may issue an order requiring the performance of services at multiple locations. The NJDEP may elect to award a single work order assignment, or to award multiple delivery order contracts for the services to any or all firms under this contract if necessary.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the consultant within the time specified in the work order. This contract shall govern the consultant's and State's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the consultant will not be required to provide services after the established completion date of the final work order.

Any services to be furnished under this contract shall be ordered by the issuance of an approved work order. Each work order will include all of the services and the amount of the services required to meet the obligations of the task(s) requiring delivery or performance. The work order may be supplemented by a proposal that includes the team organization, staffing, sub-consultants included, approach to the project tasks, experience of the firm/team, and other necessary information. All work orders are subject to the terms and conditions of this contract. In the event of a conflict between a work order and this contract, the contract shall control. A work order is considered "issued" when the NJDEP mails or faxed the approved work order to the firm along with a Notice to Proceed for the specific work order assignment.

The NJDEP reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

8.3.3 Method of Placement of Orders Under Multiple Award Contracts

The NJDEP will assign floodplain mapping tasks on a rotating basis between the term contract consultants. Upon identification of a need, the NJDEP will prepare the project specifications and request preparation of a work order from the consultant in consecutive order.

The NJDEP reserves the right to alter the rotating sequence of work order assignment, based upon specific conditions, such as if only one firm is capable of providing such items or services required at the level of quality required because the items or services ordered are unique or highly specialized. This determination can be made only with the prior approval of DPMC.

8.3.4 Processing Work Orders

Work orders may be considered for all services under this contract, provided that they are in accordance with the terms and conditions of this contract.

Each work order should reference the following:

- A. Contract Number
- B. Work Order Number
- C. Date of Order
- D. Place or Location of Services
- E. Scope of work/services to be provided
- F. Start and Completion Dates – each work order shall specify the start and completion date of the work or services. The starting date shall not be less than three calendar days after the issuance of an approved work order and Notice to Proceed for the work
- G. The applicable hourly rates and costs in effect at the time of request for a proposal, for the personnel, services and items included in the work order. These rates should correspond with those submitted by the consultant in the "Term Contract Rate Schedule by Personnel Level."
- H. Written work order – a work order form will be provided by the NJDEP for use by the consultant in providing an overview of services and costs for each assignment.
- I. Approvals – following submission of the work order by the consultant, the work order must be approved by NJDEP Bureau of Dam Safety and Flood Control, and by the DPMC Deputy Director (or his designee).
- J. No work shall be performed under this contract until an approved work order and Notice to Proceed have been issued to the consultant. This Notice to Proceed will only be issued following approval of the work order by

both NJDEP and DPMC, and receipt of funding for the assignment. For the purpose of this contract, a work order shall be deemed to be “issued” at the time the NJDEP deposits the Notice to Proceed in the mail or faxes it to the consultant.

8.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION AND PAYMENTS

8.4.1 Contracting Officer (CO)

The Contracting Officer (CO) is the final authority in all contractual matters relating to this contract and any work order placed against this contract as well as to any design, constructor or other type of contract associated with this contract. The CO has overall responsibility for the administration of this contract and is authorized to take action on behalf of the State to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The CO may delegate certain other responsibilities to authorized representatives.

8.4.2 Project Director (PD) (to be named on individual work orders)

The Project Director will be designated on each specific work order assignment to assist the CO in discharge of responsibilities when the CO is unable to be directly in touch with the contract work. Responsibilities of the PD include, but are not limited to, determining the adequacy of performance by the consultant in accordance with terms and conditions of the contract, acting as the State’s representative in charge of work at the site, ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work. All services to be provided under this contract shall be provided to the PD except for those services reserved to the CO and identified as reserved in this contract in the PD delegation of authority.

8.4.3 Payment Schedule

Payments for consultant services under individual work orders will be paid in monthly installments, scheduled by and agreed to by the consultant and the CO. The payment schedule will be developed based on anticipated outlays by the consultant. If requested by the CO, the consultant will provide evidence to support anticipated outlays. The CO may require that the schedule of payments be linked to specific deliverables, the completion of certain activities, or the achievement of specified goals. Payments for supplemental services will be invoiced separately, if appropriate.

8.4.4 Invoicing Requirements

Invoices shall be submitted on an original DPMC Invoice Form (DPMC-11) only, to the Project Director specified in the work order. Invoices must include all proper information completed, signatures and supporting back-up documentation prior to acceptance, approval and processing by the State.

8.4.5 Adjusting Payments

Upon review of the invoices, the PD may adjust the payment of the invoice if any services do not conform with the contract requirements of the work order and/or this contract. The PD will inform the consultant in writing, of the type and dollar amount of the deductions prior to processing the remainder of the invoice. The consultant may, after notification of the proposed deduction, present to the PD, in writing, specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10 day period will be interpreted to mean that the consultant accepts the deductions proposed. After consideration of the consultant’s reply, if any, the PD will make any adjustments in deduction which are warranted, determine the dollar amount of deductions and notify the consultant of the decision.

8.5 DISPOSITION OF MATERIALS

Upon termination or completion of work under a work order, the consultant shall dispose of all materials produced in connection with the performance of this contract as may be directed by the CO, or as specified in other provisions of this contract. All materials produced, or required to be delivered under this contract become and remain the property of the State.